



Lori M.K. Kahikina, P.E.
Executive Director and CEO |
Poʻo Hoʻokō a Kahu Luna Nui Hoʻokō

Rick Keene
Deputy Executive Director and COO |
Hope Poʻo Hoʻokō a Kahu Luna Hoʻoponopono

BOARD OF DIRECTORS | KA PAPA ALAKAʻI

Colleen Hanabusa
Chair | Lāla

Kika G. Bukoski
Vice Chair | Hope Lāla

Anthony B. Aalto
Dawn Takeuchi Apuna
Michele Chun Brunngraber

Natalie Iwasa
J. Roger Morton
Joseph V. O'Donnell

Edwin H. Sniffen
Arthur Tolentino
Robert Yu

August 14, 2024

The Honorable Tommy Waters
Chair and Presiding Officer
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

Dear Chair Waters:

Attached for your consideration is a Draft Resolution entitled "Approving a Grant of Easement to Hawaiian Electric Company, Inc. for Electrical Purposes Serving the Honolulu Rail Transit Project (H RTP) Over, Under, Through, and Across a Portion of Real Property Located at 1819 Dillingham Boulevard, Honolulu, Hawaii 96819 (TMK: (1) 1-2-003-16)" for the upcoming committee week of August 20.

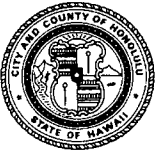
Please let me know if you have any questions.

Very truly yours,

Lori M.K. Kahikina, P.E.
Executive Director and CEO

Attachment

cc: Mr. Michael Formby, Managing Director
HART Board of Directors
Office of the City Clerk



CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. _____

RESOLUTION

APPROVING A GRANT OF EASEMENT TO HAWAIIAN ELECTRIC COMPANY, INC. FOR ELECTRICAL PURPOSES SERVING THE HONOLULU RAIL TRANSIT PROJECT (H RTP) OVER, UNDER, THROUGH, AND ACROSS A PORTION OF REAL PROPERTY LOCATED AT 1819 DILLINGHAM BOULEVARD, HONOLULU, HAWAII 96819 (TMK: (1) 1-2-003-016).

WHEREAS, Section 46-66, Hawaii Revised Statutes, as amended (HRS), authorizes each county, subject to council approval, to grant, sell, or otherwise dispose of any easement for particular purposes in perpetuity by direct negotiation or otherwise, subject to reverter to such county upon the termination or abandonment of the specific purpose for which the easement was granted, including easements for any governmental or public utility purpose; and

WHEREAS, the Honolulu Authority for Rapid Transportation (HART) has been established pursuant to Article XVII of the Revised Charter of the City and County of Honolulu 1973, as amended (Charter); and

WHEREAS, Section 17-103.2(c) of the Charter empowers HART "[to]recommend to the council the sale, exchange or transfer of real property or any interest therein which is under the control of the authority. The council shall take no action to dispose of such property without the written approval of the authority, and all proceeds from the disposition shall be deposited into the transit fund;" and

WHEREAS, Section 13-107 of the Charter provides that "title to all property acquired by any agency of the city shall be vested in the city;" and

WHEREAS, the City and County of Honolulu (City) acquired for the Use and Benefit of the HART on April 16, 2014, the fee simple interest in Lot 7, Block 10, of the "KAPIOLANI TRACT";

WHEREAS, Lot 7, Block 10 of the Kapi'olani Tract was consolidated and subdivided to form Parcel 406B by DPP map 2016/Subdivision 104 (Property), more particularly described in Exhibit A, located at 1819 Dillingham Boulevard, Honolulu, Hawaii 96819 and identified as Tax Map Key (TMK) (1) 1-2-003-016; and

WHEREAS, HART is constructing the H RTP along Dillingham Boulevard and it is necessary to relocate utilities out of the roadway in preparation for construction of the fixed guideway system; and



CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. _____

RESOLUTION

WHEREAS, HART requested that Hawaiian Electric Company, Inc. (HECO) install electrical facilities, including a transformer and protective bollards, within the Property as part of the relocation of electrical utility relocation work; and

WHEREAS, HECO requires perpetual easement rights for electrical purposes to access and maintain the infrastructure that will serve the public; and

WHEREAS, the designation of Easement C over Parcel 406B (Easement), with an area of 165 square feet, was approved by the Department of Planning and Permitting on April 19, 2024, as shown on the map attached as Exhibit B and described in Exhibit C which is attached hereto and by reference made a part hereof; and

WHEREAS, the Grant of Easement reserves the right for HART to exercise or grant similar or compatible rights or easements to others without the consent of the grantee; provided, however, that such rights or easements shall be used in a manner that will not unreasonably interfere with the grantee's facilities or access in the grantor's discretion; and

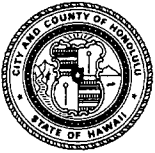
WHEREAS, the Easement does not conflict with HART's use of the Property for the HRTTP and is in the best interest of HART and the City and County of Honolulu; and

WHEREAS, HART and HECO entered into that Utility Inspection and Property Transfer Agreement dated May 16, 2018 between the Honolulu Authority for Rapid Transportation and Hawaiian Electric Company, Inc. for the Airport Guideway and City Center Sections of the Honolulu Rail Transit Project dated May 16, 2018, whereby it was agreed that all costs associated with the electrical needs are the responsibility of HART; and

WHEREAS, there is no compensation being paid by HECO for the Easement; and

WHEREAS, said easement rights are determined to be a disposition of unneeded property rights held by the City; and

WHEREAS, on July 26, 2024, the HART Board of Directors approved and recommended to the City Council that the City Council approve the grant of perpetual easement over the Property for electrical purposes to HECO (Grant of Easement) at no cost hereto as Exhibit E; and



CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. _____

RESOLUTION

WHEREAS, the granting of the Easement will be in accordance with Section 46-66, HRS; and

WHEREAS, the terms of the Easement are set forth in the agreement attached hereto as Exhibit D and made a part hereof; now, therefore

BE IT RESOLVED by the Council of the City and County of Honolulu that it approves the granting of the Easement to Hawaiian Electric Company, Inc. over the Property, in the form attached as Exhibit D; and

BE IT FURTHER RESOLVED that the Executive Director of HART or the Executive Director's designee is authorized to execute the Grant of Easement, and the amendment to the Grant of Easement substantially as described herein, together with any amendments or supplements thereto as necessary to effectuate the transaction contemplated by this resolution; and

BE IT FINALLY RESOLVED that certified copies of this resolution be transmitted to the Executive Director of HART, and HART Board Chair.

INTRODUCED BY:

DATE OF INTRODUCTION:

Honolulu, Hawaii

Councilmembers

Exhibit A

Parcel 406B

(DPP File No. 2016/SUB-104)

Being Portions of Lot 5 and 7 in Block 10 of "Kapiolani Tract"

Being also Portions of Royal Patent No. 8194, Land Commission Award 6450,
Apana 1 to Kaunuohua No Moehonua

SITUATE AT MOKAUEA, HONOLULU, ISLAND OF OAHU, HAWAII

Beginning at the East corner of this parcel of land, being the North corner of the Remainder of Parcel 407 (DPP File No. 2014/SUB-195) and the West corner of Parcel 407 (DPP File No. 2014/SUB-195), being also a Portion of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOKAUEA" being 4,646.19 feet South and 4,900.03 feet West, thence running by azimuths measured clockwise from true South:

1. 42° 20' 80.09 feet along the Remainder of Parcel 407 (DPP File No. 2014/SUB-195), being a portion of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua;
2. 132° 20' 81.42 feet along Lots 8 and 6 in Block 10 of "Kapiolani Tract", being portions of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua;
3. 222° 20' 80.09 feet along Parcel 404A (DPP File No. 2016/SUB-104),, being a portion of Lot A and a Portion of Lot 5 in Block 10 of "Kapiolani Tract", being also a portion of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua;
4. 312° 20' 81.42 feet along Parcel 405A (DPP File No. 2016/SUB-52), being a portion of Lot 5 in Block 10 of "Kapiolani Tract", being also a portion of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua, and Parcel 406A (DPP File No. 2016/SUB-104) to the point of beginning and containing an area of 6,522 Square Feet, more or less; and



SUBJECT, HOWEVER to the following easements:

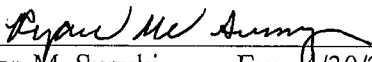
Easement A (DPP File No. 2016/SUB-52) for Access Purposes; and
Easement B (DPP File No. 2016/SUB-52) for Emergency Stairs Purposes.

R. M. TOWILL CORPORATION

Description prepared by:



2024 North King Street, Suite 200
Honolulu, Hawaii 96819
August 12, 2024


Ryan M. Suzuki Exp: 4/30/26
Licensed Professional Land Surveyor
Certificate Number 10059

-2-

2024 North King Street,
Suite 200
Honolulu, HI 96819-3470
Telephone 808 842-1133
Fax 808 842-1937
eMail rmtowill@hawaii.rr.com

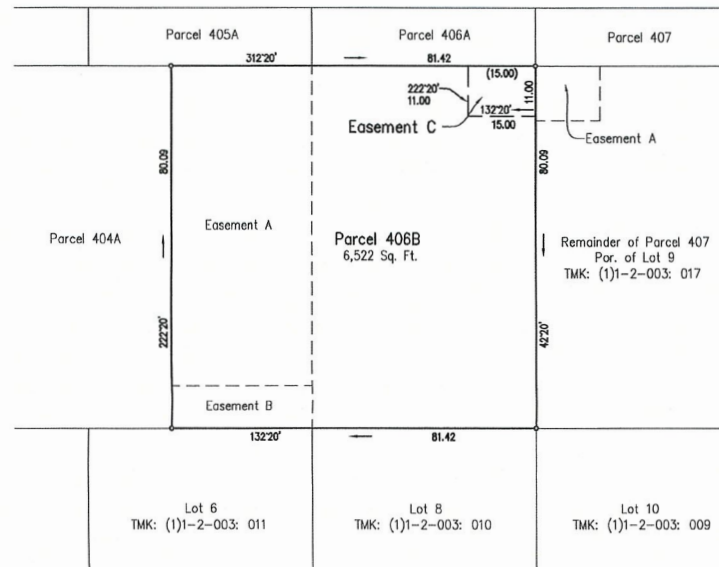


R. M. TOWILL CORPORATION
SINCE 1939

Planning
Engineering
Environmental Services
Photogrammetry
Surveying
Construction Management

Exhibit B

DILLINGHAM BOULEVARD



2024/5-18-7
APPROVED
DEPARTMENT OF PLANNING AND PERMITTING
City and County of Honolulu
APR 19 2024
Department of Planning and Permitting

RECEIVED
APR 17 PM 3:54
DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

NOTES:

Coordinates referred to "MOKAUEA" Δ .
Area of Subdivision = 6,522 SF
Existing Zoning = IMX-1 Industrial Mixed Use

Owners:

(PID 405) TMK: 1-2-003: 123 : HONOLULU AUTHORITY FOR RAPID TRANSPORTATION (HART)
(PID 406) TMK: 1-2-003: 016 : HONOLULU AUTHORITY FOR RAPID TRANSPORTATION (HART)

Area of Easement:

Easement C for Electrical Purposes affecting Parcel 406B in favor of Hawaiian Electric Company, Inc. = 165 Sq. Ft.

DESIGNATION OF EASEMENT C
AFFECTING PARCEL 406B
(DPP FILE NO. 2016/SUB-104)
AT MOKAUEA, KALIHI, HONOLULU, OAHU, HAWAII



This work was prepared by me or under my direct supervision

Ryan M. Suzuki
Licensed Professional Land Surveyor
Certificate Number 10059
Exp.: 4/30/26

Exhibit C

Easement C
DPP File No. 2024/SUB-7
For Electrical Purposes
In Favor of Hawaiian Electric Company, Inc.
Affecting Parcel 406B
of DPP File No. 2016/SUB-104
Being a Portion of Land Patent 8194, Land Commission Award 6450,
Apana 1 to Kaunuohua no Moehonua

SITUATE AT MOKAUEA, KALIHI, HONOLULU, ISLAND OF OAHU, HAWAII

Beginning at the East corner of this easement, being the North corner of the Remainder of Parcel 407, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOKAUEA", being 4,646.20 feet South and 4,900.04 feet West, thence running by azimuths measured clockwise from true South:

- | | | |
|----|----------|---|
| 1. | 42° 20' | 11.00 feet; |
| 2. | 132° 20' | 15.00 feet; |
| 3. | 222° 20' | 11.00 feet; |
| 4. | 312° 20' | 15.00 feet along Parcel 406A to the point of beginning and containing an area of 165 Square Feet. |

- 1 -

2024 North King Street,
Suite 200
Honolulu, HI 96819-3470
Telephone 808 842-1133
Fax 808 842-1937
eMail rmtowill@hawaii.rr.com



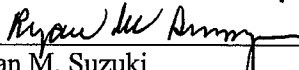
Planning
Engineering
Environmental Services
Photogrammetry
Surveying
Construction Management

R. M. TOWILL CORPORATION

Description prepared by:



2024 North King Street, Suite 200 No. 10059
Honolulu, Hawaii 96819
July 9, 2024
TMK: (1) 1-2-003: Por. 016
PID D4061


Ryan M. Suzuki Exp: 4/30/26
Licensed Professional Land Surveyor
Certificate Number 10059

- 2 -

2024 North King Street,
Suite 200
Honolulu, HI 96819-3470
Telephone 808 842-1133
Fax 808 842-1937
eMail rmtowill@hawaii.rr.com



R. M. TOWILL CORPORATION
SINCE 1930

Planning
Engineering
Environmental Services
Photogrammetry
Surveying
Construction Management

Exhibit D

LAND COURT SYSTEM	REGULAR SYSTEM
After Recordation, Return By: ☐ Mail ☒ Pickup	
Hawaiian Electric Company, Inc. Survey Division P. O. Box 2750 Honolulu, HI 96840-0001	This document contains _____ pages. HECO WO# 6019612

TITLE OF DOCUMENT(S):

R/W 2023-050

NON-EXCLUSIVE GRANT OF EASEMENT

PARTIES TO DOCUMENT:

GRANTOR(S): CITY AND COUNTY OF HONOLULU for the use and benefit of the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous City agency

GRANTEE(S): HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

DESCRIPTION: That certain real property shown on Exhibit A, situate off Dillingham Boulevard, at Mokauea, Kalihi, Oahu, Hawaii. being portion of Parcel 406B as shown on subdivision map prepared by Ryan M. Suzuki, Licensed Professional Land Surveyor No. 10059, with R.M. Towill Corporation, approved by the Department of Planning and Permitting of the City and County of Honolulu, as DPP File No. 2016/SUB-104, on July 29, 2016. Said Parcel 406B being Portions of Lot 5 and 7 in Block 10 of "Kapiolani Tract" and being also Portions of Royal Patent No. 8194, Land Commission Award 6450, Apana 1 to Kaunuohua No Moehonua; said Easement C being 15 feet wide and containing an area of 165 square feet, as shown on Exhibit B, subdivision map prepared by Ryan M. Suzuki, Licensed Professional Land

Surveyor No. 10059, with R.M. Towill Corporation dated January 2, 2024, approved by the Department of Planning and Permitting of the City and County of Honolulu on April 19, 2024 (DPP File No. 2024/SUB-7), and further described on Exhibit C dated December 7, 2022, attached hereto and made a part hereof.

Tax Map Key: 1-2-003: 016
Address: 1819 Dillingham Boulevard

NON-EXCLUSIVE GRANT OF EASEMENT

THIS GRANT, made this _____ day of _____, 20____, by and between **CITY AND COUNTY OF HONOLULU** for the use and benefit of the **HONOLULU AUTHORITY FOR RAPID TRANSPORTATION**, a semi-autonomous City agency, whose principle place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813 (the "Grantor"), and **HAWAIIAN ELECTRIC COMPANY, INC.**, a Hawaii corporation, whose principal place of business is 1099 Alakea Street, Suite 2200, Honolulu, Hawaii, and whose post office address is P.O. Box 2750, Honolulu, Hawaii 96840 (the "Grantee"),

WITNESSETH THAT:

The Grantor, in consideration of the sum of Ten Dollars (\$10.00) paid to the Grantor, the receipt of which is acknowledged, and of the covenants herein made by the Grantee, grants and conveys unto the Grantee a perpetual and non-exclusive right and easement over Easement C described below to construct, reconstruct, operate, maintain, repair, replace and remove transformers, bollards, underground lines and such other appliances and equipment (the "Grantee's Facilities") as may be necessary for the transmission and distribution of electricity and/or communication, including all service lines emanating from the main trunk line, to be used for light and power and/or communication and control circuits, including, without limiting the generality of the foregoing, the right (but not the obligation) to trim, keep trimmed, remove, and control any trees and vegetation in the way of its lines, appliances and equipment and a right of entry upon the Grantor's land and appurtenant interests, if any, for the aforesaid purposes, over, under, upon, across and through Parcel 406B described in Exhibit A, situate off Dillingham Boulevard, at Mokauea, Kalihi, Oahu, Hawaii, being Portions of Lot 5 and 7 in Block 10 of "Kapiolani Tract" and being also Portions of Royal Patent No. 8194, Land Commission Award 6450, Apana 1 to Kaunuohua No Moehonua. Easement C is 15 feet wide, containing an area of 165 square feet, and is as shown on Exhibit B, subdivision map prepared by Ryan M. Suzuki, Licensed Professional Land Surveyor No. 10059, with R.M. Towill Corporation dated January 2, 2024, approved by the Department of Planning and Permitting of the City and County of Honolulu on April 19, 2024 (DPP File No. 2024/SUB-7), and described in Exhibit C attached hereto and made a part hereof (the "Easement Area").

TO HAVE AND TO HOLD the same unto the Grantee, forever.

RESERVING, HOWEVER, unto the Grantor, its respective successors, tenants, transferees, licensees and assigns, the right to use any portions of the granted premises not occupied by the lines, appliances and equipment of the Grantee, including rights of way over, under and across the granted premises, provided, however that such reserved rights shall not be exercised in any manner that will unreasonably interfere with the Grantee's use of the granted premises, Grantee's Facilities, or Grantee's access to and maintenance of said Grantee's Facilities. The Grantor further reserves the right to exercise or grant similar or compatible rights or easements to others without the consent of the Grantee; provided, however, that such rights or easements shall be used in a manner that will not unreasonably interfere with the Grantee's Facilities or access, determined in the Grantor's reasonable discretion. The Grantor shall not at any time during the term of this Grant of Easement erect or place, or allow to be erected or placed by a third party, any foundation of any building or structure of any kind below the surface of the

Easement Area, or at any time erect or place, or allow to be erected or placed by a third party, any building or structure of any kind on the surface of the Easement Area, without the written consent of the Grantee. In its exercise of the reserved rights herein, the Grantor shall not interfere with the Grantee's right to use, travel over and across, improve, maintain, replace and repair the Easement Area and the facilities and equipment of the Grantee within the Easement Area or the adjacent public road right of way, as the case may be. Such limitations on Grantor's use of the Easement Area shall include, but not be limited to; the installation and maintenance of any vegetation or landscaping that may interfere with Grantee's right to access, use and travel over and across the Easement Area.

AND the Grantee hereby covenants and agrees that:

1. Due Care and Diligence. It will use due care and diligence to keep the lines, appliances and equipment owned by the Grantee in good and safe condition and repair and will exercise its rights hereunder in a manner that will occasion only such interference with the use of the land by the owners and occupants as is reasonably necessary.

2. Indemnification. The Grantee will indemnify the Grantor, its tenants and licensees occupying the land affected by this Grant of Easement, from any and all damages to the property of the Grantor and such tenants and licensees caused by the Grantee's failure to maintain its lines, appliances and equipment as provided in paragraph (1) above, and will indemnify and hold harmless the Grantor, its tenants and licensees against all claims, suits and actions by whomsoever brought on account of injuries to or death of persons or damage to property caused by such Grantee's failure to observe the covenants contained in paragraph (1) above. The foregoing indemnification obligations of the Grantee shall not apply to the extent that any such damage, injury, or death is attributable to the negligence or willful misconduct of the Grantor, its tenants and/or licensees occupying the land affected by this Grant of Easement.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that:

A. Condemnation. If at any time any portion of land across, through or within which this easement passes shall be condemned or taken by any governmental authority, the Grantee shall have the right to claim and recover from the condemning authority, but not from the Grantor, such compensation for the damages to the Grantee's easement and right of way and the appliances and equipment owned by, installed and used in connection with this Grant of Easement, which shall be payable to the Grantee.

B. Landscaping. The Grantor shall install and maintain or cause to be installed and maintained without expense to the Grantee any screening or landscaping of the Grantee's facilities which may now or hereafter be required by law or regulation or governmental agency and will indemnify the Grantee from all loss and liability arising from the breach of this covenant.

C. Bollards. The Grantor, its successors and assigns, is solely responsible for the maintenance, repair, and replacement of bollards surrounding any of the Grantee's exterior pad mounted transformers together with all cost and expense associated with such maintenance, repair, and replacement. The Grantor shall be solely responsible for all cost and expense incurred by the Grantee for the repair or replacement of the Grantee's transformer if it is damaged due to the Grantor's failure to maintain, repair, and replace such bollards. Furthermore, the Grantee shall not be liable to the Grantor or anyone claiming under the Grantor for any claims or action arising from loss of electrical service resulting from such damage to the Grantee's transformer.

The Grantee, at its sole cost and expense, may remove, relocate, modify, and/or replace the bollards in order to undertake the Grantee's activities contemplated under this Grant of Easement.

D. Warranty of Title. The Grantor, for itself, its heirs and assigns, covenant with the Grantee, its successors and assigns, that the Grantor is seised in fee simple of the property in which the easement is granted and have good right to grant the same; that the Grantee shall enjoy the easement without hindrance and free from all encumbrances; and that the Grantor will warrant and defend the Grantee against the lawful claims and demands of all persons claiming the whole or any part of the said land.

E. Abandonment. If the Grantee shall at any time in the future abandon or remove the Grantee Facilities from the Easement Area and shall fail, within two (2) consecutive years thereafter, to use or reinstall Grantee Facilities within the Easement Area, then in such events, the rights granted and the obligations imposed hereunder shall thereupon terminate without any action on the part of the Grantor; provided, however, that in the event of an abandonment as contemplated by this Section E (Abandonment), the Grantee shall have no obligation to remove the Grantee Facilities or any part thereof from the Easement Area.

F. No Liability. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be liable to the Grantor or any other grantee of the Easement Area for any loss (including loss of electrical service), or any or damage to any property, or injury (including death) to any person resulting from such third party's use of the Easement Area in a manner that unreasonably interferes with the Grantee's use of the Easement Area, Grantee's Facilities, or Grantee's access to and maintenance of Grantee's Facilities except to the extent the Grantee is grossly negligent.

G. Definitions. All defined terms (words such as Grantor, Grantee, etc.) and pronouns used in the singular shall mean and include the plural and include the masculine, feminine or neuter gender, as the context of this grant shall require. The term "person" shall mean an individual, partnership, association, trust, corporation or other entity as the context may require.

H. Parties in Interest. The covenants contained in this Grant of Easement shall inure to the benefit of, and be binding upon, the parties and their heirs, personal representatives, beneficiaries, successors and assigns. Each of the parties which constitute the Grantee covenants for itself and not for the other party.

I. Counterparts. The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. The parties agree that the person or company recording or arranging for the recordation of this instrument is authorized to complete any blanks contained in this instrument with the applicable number of pages, dates, and recordation information, whether before or after this instrument has been notarized by a notary public, and in no event shall completion of any such blanks be deemed an alteration of this instrument by means of the insertion of new content.

[Signatures begin on the following page]

IN WITNESS WHEREOF the undersigned have executed this instrument as of the day and year first above mentioned.

Approved as to Form and Legality

By: _____
Deputy Corporation Counsel

Approved as to Content:

By: _____
Krista Lunzer, Director of Transit Property
Acquisition and Relocation

CITY AND COUNTY OF HONOLULU for the use and benefit of the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous City agency

By: _____
Name: Lori M. K. Kahikina
Title: Executive Director and CEO

Grantor

STATE OF HAWAII)
 : ss.
CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, 20____, before me personally appeared Lori M. K. Kahikina, to me known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing _____-page instrument entitled Non-Exclusive Grant of Easement, dated _____, as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities. This acknowledgement is deemed to include my Notary Certification.

Notary Signature

Type or print name: _____
Notary Public, First Circuit, State of Hawaii

My commission expires: _____

[Affix Seal]

APPROVED

Legal Form:

By _____

Land & Rights of Way

By _____

Grantee

HECO

[Affix Seal]

Exhibit A

Parcel 406B

(DPP File No. 2016/SUB-104)

Being Portions of Lot 5 and 7 in Block 10 of "Kapiolani Tract"
Being also Portions of Royal Patent No. 8194, Land Commission Award 6450,
Apana 1 to Kaunuohua No Moehonua

SITUATE AT MOKAUEA, HONOLULU, ISLAND OF OAHU, HAWAII

Beginning at the East corner of this parcel of land, being the North corner of the Remainder of Parcel 407 (DPP File No. 2014/SUB-195) and the Northwest corner of Parcel 407 (DPP File No. 2014/SUB-195), being also a Portion of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOKAUEA" being 4,646.19 feet South and 4,900.03 feet West, thence running by azimuths measured clockwise from true South:

1. 42° 20' 80.09 feet along the Remainder of Parcel 407 (DPP File No. 2014/SUB-195), being a portion of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua;
2. 132° 20' 81.42 feet along Lots 8 and 6 in Block 10 of "Kapiolani Tract", being portions of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua;
3. 222° 20' 80.09 feet along Parcel 404A (DPP File No. 2016/SUB-104);, being a portion of Lot A and a Portion of Lot 5 in Block 10 of "Kapiolani Tract", being also a portion of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua;
4. 312° 20' 81.42 feet along Parcel 405A (DPP File No. 2016/SUB-52), being a portion of Lot 5 in Block 10 of "Kapiolani Tract", being also a portion of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua, and Parcel 406A (DPP File No. 2016/SUB-104) to the point of beginning and containing an area of 6,522 Square Feet, more or less; and

- 1 -

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Telephone 808 842 1133
Fax 808 842 1937
eMail rmtowill@hawaii.rr.com



R. M. TOWILL CORPORATION
SINCE 1930

Planning
Engineering
Environmental Services
Photogrammetry
Surveying
Construction Management

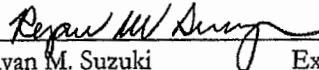
SUBJECT, HOWEVER to the following easements:

Easement A (DPP File No. 2016/SUB-52) for Access Purposes; and
Easement B (DPP File No. 2016/SUB-52) for Emergency Stairs Purposes.



R. M. TOWILL CORPORATION

Description prepared by:



Ryan M. Suzuki Exp: 4/30/18
Licensed Professional Land Surveyor
Certificate Number 10059

2024 North King Street, Suite 200
Honolulu, Hawaii 96819
August 18, 2016

- 2 -

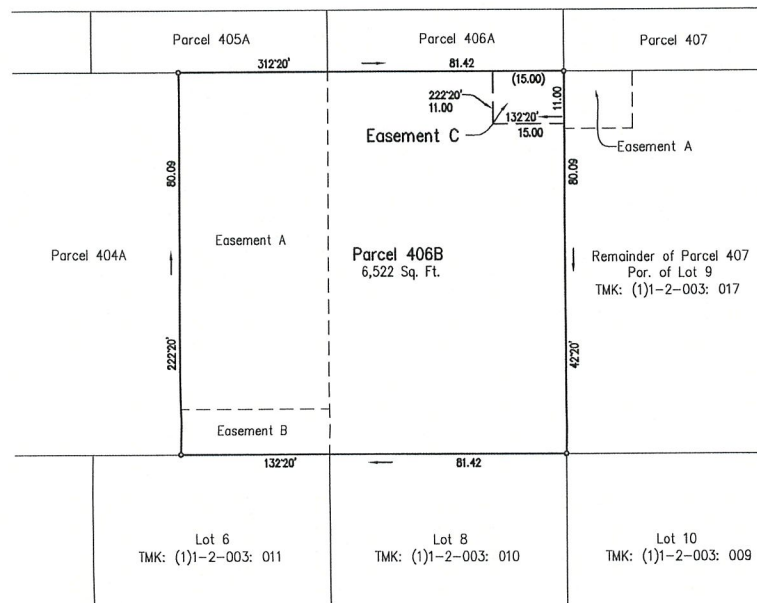
2024 North King Street
Suite 200
Honolulu HI 96819-3470
Telephone 808 842 1133
Fax 808 842 1937
eMail rmtowill@hawaii.rr.com



R. M. TOWILL CORPORATION
SINCE 1930

Planning
Engineering
Environmental Services
Photogrammetry
Surveying
Construction Management

DILLINGHAM BOULEVARD



NOTES:

Coordinates referred to "MOKAUEA" Δ.
Area of Subdivision = 6,522 SF
Existing Zoning = IMX-1 Industrial Mixed Use

Owners:

(PID 405) TMK: 1-2-003: 123 : HONOLULU AUTHORITY FOR RAPID TRANSPORTATION (HART)
(PID 406) TMK: 1-2-003: 016 : HONOLULU AUTHORITY FOR RAPID TRANSPORTATION (HART)

Area of Easement:

Easement C for Electrical Purposes affecting Parcel 406B in favor of Hawaiian Electric Company, Inc. = 165 Sq. Ft.

DESIGNATION OF EASEMENT C
AFFECTING PARCEL 406B
(DPP FILE NO. 2016/SUB-104)
AT MOKAUEA, KALIHI, HONOLULU, OAHU, HAWAII



This work was prepared by me or under my direct supervision

Ryan M. Suzuki
Ryan M. Suzuki Exp.: 4/30/26
Licensed Professional Land Surveyor
Certificate Number 10059

2024/SUB-7
APPROVED
DEPARTMENT OF PLANNING AND PERMITTING
City and County of Honolulu
APR 19 2024
Director of Planning and Permitting

Exhibit B

RECEIVED
4/19/24 APR 17 PM 3:54
DEPARTMENT OF
PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

Exhibit C

Easement C
For Electrical Purposes
In Favor of Hawaiian Electric Company, Inc.
As Shown on (Parcel Map)
Affecting Parcel 3
Being a Portion of Land Patent 8194, Land Commission Award 6450,
Apana 1 to Kaunuohua no Moehonua

SITUATE AT MOKAUEA, KALIHI, HONOLULU, ISLAND OF OAHU, HAWAII

Beginning at the East corner of this easement, being the North corner of the Remainder of Parcel 407, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOKAUEA", being 4,646.20 feet South and 4,900.04 feet West, thence running by azimuths measured clockwise from true South:

1. 42° 20' 11.00 feet;
2. 132° 20' 15.00 feet;
3. 222° 20' 11.00 feet;
4. 312° 20' 15.00 feet along Parcel 406A to the point of beginning and containing an area of 165 Square Feet.

- 1 -

2024 North King Street.
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Telephone 808 842-1133
Fax 808 842-1937
eMail rmtowill@hawaii.rr.com



R. M. TOWILL CORPORATION
SINCE 1730

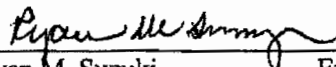
Planning
Engineering
Environmental Services
Photogrammetry
Surveying
Construction Management

R. M. TOWILL CORPORATION

Description prepared by:



2024 North King Street, Suite 200
Honolulu, Hawaii 96819
December 7, 2022
TMK: (1) 1-2-003: Por. 016
PID D4061


Ryan M. Suzuki Exp: 4/30/24
Licensed Professional Land Surveyor
Certificate Number 10059

- 2 -

2024 North King Street,
Suite 200
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Construction Management

Exhibit E

Honolulu Authority for Rapid Transportation

RESOLUTION NO. 2024-19

APPROVING AND RECOMMENDING THAT THE CITY AND COUNTY OF HONOLULU GRANT A PERPETUAL EASEMENT TO HAWAIIAN ELECTRIC COMPANY, INC. (HECO) FOR ELECTRICAL PURPOSES SERVING THE HONOLULU RAIL TRANSIT PROJECT (H RTP) ON PROPERTY LOCATED AT 1819 DILLINGHAM BOULEVARD, HONOLULU, HAWAII 96819 IDENTIFIED AS TAX MAP KEY (1) 1-2-003-016

WHEREAS, the Honolulu Authority for Rapid Transportation (HART) has been established pursuant to Article XVII of the Revised Charter of the City and County of Honolulu 1973, as amended (Charter); and

WHEREAS, Section 17-103.2(c) of the Charter empowers HART "[to] recommend to the council the sale, exchange or transfer of real property or any interest therein which is under the control of the authority. The council shall take no action to dispose of such property without the written approval of the authority, and all proceeds from the disposition shall be deposited into the transit fund;" and

WHEREAS, Section 13-107 of the Charter provides that "title to all property acquired by any agency of the city shall be vested in the city;" and

WHEREAS, the City and County of Honolulu (City) acquired for the use and benefit of HART, the fee simple interest in Lot 7, Block 10, of the Kapiolani Tract (Property), more particularly described in Exhibit A, located at 1819 Dillingham Boulevard, Honolulu Hawaii 96819 and identified as Tax Map Key (TMK) (1) 1-2-003-016 on April 16, 2014; and

WHEREAS, HART is constructing the H RTP along Dillingham Boulevard and it is necessary to relocate utilities out of the roadway in preparation for construction of the fixed guideway system; and

WHEREAS, it is necessary for HART to install electrical facilities on behalf of HECO, including a transformer and protective bollards, within the Property as part of the relocation of electrical utility relocation work H RTP; and

WHEREAS, HECO requires perpetual easement rights for electrical purposes to access and maintain the infrastructure that will serve the public; and

WHEREAS, the designation of Easement C for electrical purposes (Easement), with an area of 165 square feet, has been approved by the Department of Planning and Permitting on April 19, 2024, as shown on the attached map as Exhibit B and described in Exhibit C which is attached hereto and by reference made a part hereof; and

WHEREAS, the Grant of Easement, which is attached as Exhibit D, reserves the right for HART to exercise or grant similar or compatible rights or easements to others without the consent of the grantee; provided, however, that such rights or easements shall be used in a manner that will not unreasonably interfere with the grantee's facilities or access in the grantor's discretion; and

WHEREAS, the Easement does not conflict with HART's use of the Property for the H RTP and is in the best interest of HART and the City and County of Honolulu; and

WHEREAS, Section 8.8 of HART's Real Estate Acquisition Management Plan (RAMP) provides HART "to facilitate either (1) the relocation of utilities or other project-related infrastructure or (2) the installation of utilities or related infrastructure necessary to serve the Project may be transferred or assigned to a third party, such as a utility provider." In such instances, the easement rights may be transferred or assigned to such third-party at no cost, and FTA relinquishes any interest in the disposition of such easement rights;" and

WHEREAS, HART and HECO entered into an agreement on May 16, 2018 entitled Utility Inspection and Property Transfer Agreement Between the Honolulu Authority for Rapid Transportation and Hawaiian Electric Company, Inc. for the Airport Guideway and City Center Sections of the Honolulu Rail Transit Project dated May 16, 2018, whereby it is agreed that all costs associated with the electrical needs are the responsibility of HART; and

WHEREAS, the grant of easement to HECO shall be transferred to HECO at no cost; and

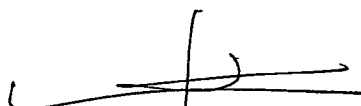
WHEREAS, the Board finds it necessary to facilitate the grant of easement to HECO for the installation of utilities as part of the utility relocations necessary to allow for construction of the H RTP; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of HART as follows:

1. That the HART Board of Directors approves and recommends to the Council of the City and County of Honolulu the grant of perpetual easement over the Property for electrical purposes to HECO at no cost; and

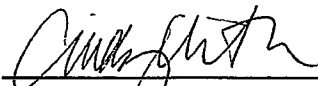
2. That a copy of this resolution be transmitted to the Honolulu City Council.

ADOPTED by the Board of the Honolulu Authority for Rapid Transportation on
July 26, 2024.



Board Chair

ATTEST:



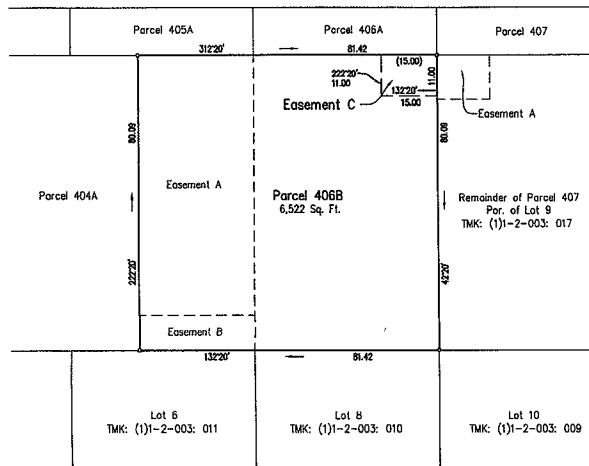
Board Executive Officer

EXHIBIT "A"

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 8194, Land Commission Award Number 6450, Apana 1 to Kaunuohua no Moehonua) situate, lying and being at Mokauea, Kalihi, Honolulu, City and County of Honolulu, State of Hawaii, a portion of Lot 7, Block 10, of the "KAPIOLANI TRACT" bearing Tax Key designation (1) 1-2-003-016, and containing an area of 4,650 square feet, more or less.

Exhibit B

DILLINGHAM BOULEVARD



NOTES:

Coordinates referred to "MOKAUEA" Δ.
Area of Subdivision = 6,522 SF
Existing Zoning = IMX-1 Industrial Mixed Use

Owners:

(PID 405) TMK: 1-2-003: 123 : HONOLULU AUTHORITY FOR RAPID TRANSPORTATION (HART)
(PID 406) TMK: 1-2-003: 016 : HONOLULU AUTHORITY FOR RAPID TRANSPORTATION (HART)

Area of Easement:

Easement C for Electrical Purposes affecting Parcel 406B in favor of Hawaiian Electric Company, Inc. = 165 Sq. Ft.

DESIGNATION OF EASEMENT C
AFFECTING PARCEL 406B
(DPP FILE NO. 2016/SUB-104)
AT MOKAUEA, KALIHI, HONOLULU, OAHU, HAWAII



This work was prepared by me or under my direct supervision

Ryan M. Suzuki
Ryan M. Suzuki
Exp: 4/30/26
Certificate Number 10059

Exhibit C

Easement C
DPP File No. 2024/SUB-7
For Electrical Purposes
In Favor of Hawaiian Electric Company, Inc.
Affecting Parcel 406B
of DPP File No. 2016/SUB-104
Being a Portion of Land Patent 8194, Land Commission Award 6450,
Apana 1 to Kaunuohua no Moehonua

SITUATE AT MOKAUEA, KALIHI, HONOLULU, ISLAND OF OAHU, HAWAII

Beginning at the East corner of this easement, being the North corner of the Remainder of Parcel 407, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOKAUEA", being 4,646.20 feet South and 4,900.04 feet West, thence running by azimuths measured clockwise from true South:

- | | | |
|----|----------|---|
| 1. | 42° 20' | 11.00 feet; |
| 2. | 132° 20' | 15.00 feet; |
| 3. | 222° 20' | 11.00 feet; |
| 4. | 312° 20' | 15.00 feet along Parcel 406A to the point of beginning and containing an area of 165 Square Feet. |

- 1 -

2024 North King Street,
Suite 200
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Telephone 808 842-1133
Fax 808 842-1937
eMail rmtowill@hawaii.rr.com



R. M. TOWILL CORPORATION
SINCE 1930

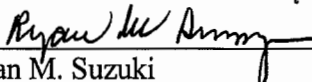
Planning
Engineering
Environmental Services
Photogrammetry
Surveying
Construction Management

R. M. TOWILL CORPORATION

Description prepared by:



2024 North King Street, Suite 200
Honolulu, Hawaii 96819
July 9, 2024
TMK: (1) 1-2-003: Por. 016
PID D4061


Ryan M. Suzuki Exp: 4/30/26
Licensed Professional Land Surveyor
Certificate Number 10059

- 2 -

2024 North King Street,
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Honolulu, HI 96819-3470
Telephone 808 842-1133
Fax 808 842-1937
eMail rmtowill@hawaii.rr.com



Planning
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Environmental Services
Photogrammetry
Surveying
Construction Management

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation, Return By: ☐ Mail ☒ Pickup

Hawaiian Electric Company, Inc.
Survey Division
P. O. Box 2750
Honolulu, HI 96840-0001

This document contains _____ pages.

HECO WO# 6019612

TITLE OF DOCUMENT(S):

R/W 2023-050

NON-EXCLUSIVE GRANT OF EASEMENT

PARTIES TO DOCUMENT:

GRANTOR(S): CITY AND COUNTY OF HONOLULU for the use and benefit of the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous City agency

GRANTEE(S): HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

DESCRIPTION: That certain real property shown on Exhibit A, situate off Dillingham Boulevard, at Mokauea, Kalihi, Oahu, Hawaii. being portion of Parcel 406B as shown on subdivision map prepared by Ryan M. Suzuki, Licensed Professional Land Surveyor No. 10059, with R.M. Towill Corporation, approved by the Department of Planning and Permitting of the City and County of Honolulu, as DPP File No. 2016/SUB-104, on July 29, 2016. Said Parcel 406B being Portions of Lot 5 and 7 in Block 10 of "Kapiolani Tract" and being also Portions of Royal Patent No. 8194, Land Commission Award 6450, Apana 1 to Kaunuohua No Moehonua; said Easement C being 15 feet wide and containing an area of 165 square feet, as shown on Exhibit B, subdivision map prepared by Ryan M. Suzuki, Licensed Professional Land

Surveyor No. 10059, with R.M. Towill Corporation dated January 2, 2024, approved by the Department of Planning and Permitting of the City and County of Honolulu on April 19, 2024 (DPP File No. 2024/SUB-7), and further described on Exhibit C dated December 7, 2022, attached hereto and made a part hereof.

Tax Map Key: 1-2-003: 016
Address: 1819 Dillingham Boulevard

NON-EXCLUSIVE GRANT OF EASEMENT

THIS GRANT, made this _____ day of _____, 20____, by and between **CITY AND COUNTY OF HONOLULU** for the use and benefit of the **HONOLULU AUTHORITY FOR RAPID TRANSPORTATION**, a semi-autonomous City agency, whose principle place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813 (the "Grantor"), and **HAWAIIAN ELECTRIC COMPANY, INC.**, a Hawaii corporation, whose principal place of business is 1099 Alakea Street, Suite 2200, Honolulu, Hawaii, and whose post office address is P.O. Box 2750, Honolulu, Hawaii 96840 (the "Grantee"),

WITNESSETH THAT:

The Grantor, in consideration of the sum of Ten Dollars (\$10.00) paid to the Grantor, the receipt of which is acknowledged, and of the covenants herein made by the Grantee, grants and conveys unto the Grantee a perpetual and non-exclusive right and easement over Easement C described below to construct, reconstruct, operate, maintain, repair, replace and remove transformers, bollards, underground lines and such other appliances and equipment (the "Grantee's Facilities") as may be necessary for the transmission and distribution of electricity and/or communication, including all service lines emanating from the main trunk line, to be used for light and power and/or communication and control circuits, including, without limiting the generality of the foregoing, the right (but not the obligation) to trim, keep trimmed, remove, and control any trees and vegetation in the way of its lines, appliances and equipment and a right of entry upon the Grantor's land and appurtenant interests, if any, for the aforesaid purposes, over, under, upon, across and through Parcel 406B described in Exhibit A, situate off Dillingham Boulevard, at Mokauea, Kalihi, Oahu, Hawaii, being Portions of Lot 5 and 7 in Block 10 of "Kapiolani Tract" and being also Portions of Royal Patent No. 8194, Land Commission Award 6450, Apana 1 to Kaunuoehua No Moehonua. Easement C is 15 feet wide, containing an area of 165 square feet, and is as shown on Exhibit B, subdivision map prepared by Ryan M. Suzuki, Licensed Professional Land Surveyor No. 10059, with R.M. Towill Corporation dated January 2, 2024, approved by the Department of Planning and Permitting of the City and County of Honolulu on April 19, 2024 (DPP File No. 2024/SUB-7), and described in Exhibit C attached hereto and made a part hereof (the "Easement Area").

TO HAVE AND TO HOLD the same unto the Grantee, forever.

RESERVING, HOWEVER, unto the Grantor, its respective successors, tenants, transferees, licensees and assigns, the right to use any portions of the granted premises not occupied by the lines, appliances and equipment of the Grantee, including rights of way over, under and across the granted premises, provided, however that such reserved rights shall not be exercised in any manner that will unreasonably interfere with the Grantee's use of the granted premises, Grantee's Facilities, or Grantee's access to and maintenance of said Grantee's Facilities. The Grantor further reserves the right to exercise or grant similar or compatible rights or easements to others without the consent of the Grantee; provided, however, that such rights or easements shall be used in a manner that will not unreasonably interfere with the Grantee's Facilities or access, determined in the Grantor's reasonable discretion. The Grantor shall not at any time during the term of this Grant of Easement erect or place, or allow to be erected or placed by a third party, any foundation of any building or structure of any kind below the surface of the

Easement Area, or at any time erect or place, or allow to be erected or placed by a third party, any building or structure of any kind on the surface of the Easement Area, without the written consent of the Grantee. In its exercise of the reserved rights herein, the Grantor shall not interfere with the Grantee's right to use, travel over and across, improve, maintain, replace and repair the Easement Area and the facilities and equipment of the Grantee within the Easement Area or the adjacent public road right of way, as the case may be. Such limitations on Grantor's use of the Easement Area shall include, but not be limited to; the installation and maintenance of any vegetation or landscaping that may interfere with Grantee's right to access, use and travel over and across the Easement Area.

AND the Grantee hereby covenants and agrees that:

1. Due Care and Diligence. It will use due care and diligence to keep the lines, appliances and equipment owned by the Grantee in good and safe condition and repair and will exercise its rights hereunder in a manner that will occasion only such interference with the use of the land by the owners and occupants as is reasonably necessary.

2. Indemnification. The Grantee will indemnify the Grantor, its tenants and licensees occupying the land affected by this Grant of Easement, from any and all damages to the property of the Grantor and such tenants and licensees caused by the Grantee's failure to maintain its lines, appliances and equipment as provided in paragraph (1) above, and will indemnify and hold harmless the Grantor, its tenants and licensees against all claims, suits and actions by whomsoever brought on account of injuries to or death of persons or damage to property caused by such Grantee's failure to observe the covenants contained in paragraph (1) above. The foregoing indemnification obligations of the Grantee shall not apply to the extent that any such damage, injury, or death is attributable to the negligence or willful misconduct of the Grantor, its tenants and/or licensees occupying the land affected by this Grant of Easement.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that:

A. Condemnation. If at any time any portion of land across, through or within which this easement passes shall be condemned or taken by any governmental authority, the Grantee shall have the right to claim and recover from the condemning authority, but not from the Grantor, such compensation for the damages to the Grantee's easement and right of way and the appliances and equipment owned by, installed and used in connection with this Grant of Easement, which shall be payable to the Grantee.

B. Landscaping. The Grantor shall install and maintain or cause to be installed and maintained without expense to the Grantee any screening or landscaping of the Grantee's facilities which may now or hereafter be required by law or regulation or governmental agency and will indemnify the Grantee from all loss and liability arising from the breach of this covenant.

C. Bollards. The Grantor, its successors and assigns, is solely responsible for the maintenance, repair, and replacement of bollards surrounding any of the Grantee's exterior pad mounted transformers together with all cost and expense associated with such maintenance, repair, and replacement. The Grantor shall be solely responsible for all cost and expense incurred by the Grantee for the repair or replacement of the Grantee's transformer if it is damaged due to the Grantor's failure to maintain, repair, and replace such bollards. Furthermore, the Grantee shall not be liable to the Grantor or anyone claiming under the Grantor for any claims or action arising from loss of electrical service resulting from such damage to the Grantee's transformer.

The Grantee, at its sole cost and expense, may remove, relocate, modify, and/or replace the bollards in order to undertake the Grantee's activities contemplated under this Grant of Easement.

D. Warranty of Title. The Grantor, for itself, its heirs and assigns, covenant with the Grantee, its successors and assigns, that the Grantor is seised in fee simple of the property in which the easement is granted and have good right to grant the same; that the Grantee shall enjoy the easement without hindrance and free from all encumbrances; and that the Grantor will warrant and defend the Grantee against the lawful claims and demands of all persons claiming the whole or any part of the said land.

E. Abandonment. If the Grantee shall at any time in the future abandon or remove the Grantee Facilities from the Easement Area and shall fail, within two (2) consecutive years thereafter, to use or reinstall Grantee Facilities within the Easement Area, then in such events, the rights granted and the obligations imposed hereunder shall thereupon terminate without any action on the part of the Grantor; provided, however, that in the event of an abandonment as contemplated by this Section E (Abandonment), the Grantee shall have no obligation to remove the Grantee Facilities or any part thereof from the Easement Area.

F. No Liability. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be liable to the Grantor or any other grantee of the Easement Area for any loss (including loss of electrical service), or any or damage to any property, or injury (including death) to any person resulting from such third party's use of the Easement Area in a manner that unreasonably interferes with the Grantee's use of the Easement Area, Grantee's Facilities, or Grantee's access to and maintenance of Grantee's Facilities except to the extent the Grantee is grossly negligent.

G. Definitions. All defined terms (words such as Grantor, Grantee, etc.) and pronouns used in the singular shall mean and include the plural and include the masculine, feminine or neuter gender, as the context of this grant shall require. The term "person" shall mean an individual, partnership, association, trust, corporation or other entity as the context may require.

H. Parties in Interest. The covenants contained in this Grant of Easement shall inure to the benefit of, and be binding upon, the parties and their heirs, personal representatives, beneficiaries, successors and assigns. Each of the parties which constitute the Grantee covenants for itself and not for the other party.

I. Counterparts. The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. The parties agree that the person or company recording or arranging for the recordation of this instrument is authorized to complete any blanks contained in this instrument with the applicable number of pages, dates, and recordation information, whether before or after this instrument has been notarized by a notary public, and in no event shall completion of any such blanks be deemed an alteration of this instrument by means of the insertion of new content.

[Signatures begin on the following page]

Approved as to Form and Legality

By: _____
Deputy Corporation Counsel

Approved as to Content:

By: _____
Krista Lunzer, Director of Transit Property
Acquisition and Relocation

By: _____
Name: Lori M. K. Kahikina
Title: Executive Director and CEO

STATE OF HAWAII)
 : ss.
CITY AND COUNTY OF HONOLULU)

Notary Signature

Type or print name: _____
Notary Public, First Circuit, State of Hawaii

My commission expires: _____

6

APPROVED

Legal Form:

By _____

Land & Rights of Way

By _____

Grantee

HECO

[Affix Seal]

Exhibit A

Parcel 406B

(DPP File No. 2016/SUB-104)

Being Portions of Lot 5 and 7 in Block 10 of "Kapiolani Tract"
Being also Portions of Royal Patent No. 8194, Land Commission Award 6450,
Apana 1 to Kaunuohua No Moehonua

SITUATE AT MOKAUEA, HONOLULU, ISLAND OF OAHU, HAWAII

Beginning at the East corner of this parcel of land, being the North corner of the Remainder of Parcel 407 (DPP File No. 2014/SUB-195) and the Northwest corner of Parcel 407 (DPP File No. 2014/SUB-195), being also a Portion of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOKAUEA" being 4,646.19 feet South and 4,900.03 feet West, thence running by azimuths measured clockwise from true South:

1. 42° 20' 80.09 feet along the Remainder of Parcel 407 (DPP File No. 2014/SUB-195), being a portion of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua;
2. 132° 20' 81.42 feet along Lots 8 and 6 in Block 10 of "Kapiolani Tract", being portions of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua;
3. 222° 20' 80.09 feet along Parcel 404A (DPP File No. 2016/SUB-104);, being a portion of Lot A and a Portion of Lot 5 in Block 10 of "Kapiolani Tract", being also a portion of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua;
4. 312° 20' 81.42 feet along Parcel 405A (DPP File No. 2016/SUB-52), being a portion of Lot 5 in Block 10 of "Kapiolani Tract", being also a portion of R.P. No. 8194, L.C. Aw. 6450, Ap. 1 to Kaunuohua No Moehonua, and Parcel 406A (DPP File No. 2016/SUB-104) to the point of beginning and containing an area of 6,522 Square Feet, more or less; and

- 1 -

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Fax 808 842 1937
eMail rmtowill@hawaii.rr.com



R. M. TOWILL CORPORATION
SINCE 1930

Planning
Engineering
Environmental Services
Photogrammetry
Surveying
Construction Management

SUBJECT, HOWEVER to the following easements:

Easement A (DPP File No. 2016/SUB-52) for Access Purposes; and
Easement B (DPP File No. 2016/SUB-52) for Emergency Stairs Purposes.



R. M. TOWILL CORPORATION

Description prepared by:

Ryan M. Suzuki

Ryan M. Suzuki Exp: 4/30/18
Licensed Professional Land Surveyor
Certificate Number 10059

2024 North King Street, Suite 200
Honolulu, Hawaii 96819
August 18, 2016

- 2 -

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eMail mtowill@hawaii.rr.com



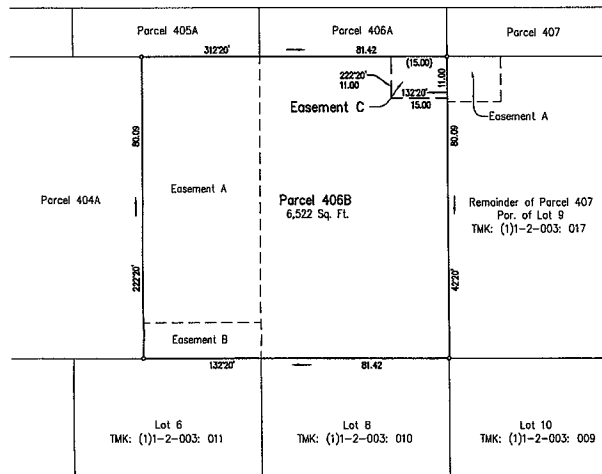
R. M. TOWILL CORPORATION
SINCE 1930

Planning
Engineering
Environmental Services
Photogrammetry
Surveying
Construction Management

Exhibit B

RECEIVED
HONOLULU
COUNTY OF HAWAII
APR 17 2024 3:54 PM

DILLINGHAM BOULEVARD



NOTES:

Coordinates referred to "MOKAUEA" Δ.
Area of Subdivision = 6,522 SF
Existing Zoning = IUX-1 Industrial Mixed Use

Owners:

(PID 405) TMK: 1-2-003: 123 : HONOLULU AUTHORITY FOR RAPID TRANSPORTATION (HART)
(PID 406) TMK: 1-2-003: 016 : HONOLULU AUTHORITY FOR RAPID TRANSPORTATION (HART)

Area of Easement:

Easement C for Electrical Purposes affecting Parcel 406B in favor of Hawaiian Electric Company, Inc. = 165 Sq. Ft.

DESIGNATION OF EASEMENT C
AFFECTING PARCEL 406B
(DPP FILE NO. 2016/SUB-104)
AT MOKAUEA, KALIHI, HONOLULU, OAHU, HAWAII



This work was prepared by me or under my direct supervision

Ryan M. Suzuki
Ryan M. Suzuki Exp.: 4/30/26
Licensed Professional Land Surveyor
Certificate Number 10059

Exhibit C

Easement C
For Electrical Purposes
In Favor of Hawaiian Electric Company, Inc.
As Shown on (Parcel Map)
Affecting Parcel 3
Being a Portion of Land Patent 8194, Land Commission Award 6450,
Apana 1 to Kaunuohua no Moehonua

SITUATE AT MOKAUEA, KALIHI, HONOLULU, ISLAND OF OAHU, HAWAII

Beginning at the East corner of this easement, being the North corner of the Remainder of Parcel 407, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOKAUEA", being 4,646.20 feet South and 4,900.04 feet West, thence running by azimuths measured clockwise from true South:

- | | | |
|----|----------|---|
| 1. | 42° 20' | 11.00 feet; |
| 2. | 132° 20' | 15.00 feet; |
| 3. | 222° 20' | 11.00 feet; |
| 4. | 312° 20' | 15.00 feet along Parcel 406A to the point of beginning and containing an area of 165 Square Feet. |

- 1 -

2024 North King Street,
Suite 200
Honolulu, HI 96819-3470
Telephone 808 842-1133
Fax 808 842-1937
eMail rmtowill@hawaii.rr.com



R. M. TOWILL CORPORATION
SINCE 1930

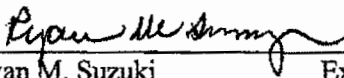
Planning
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Environmental Services
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R. M. TOWILL CORPORATION

Description prepared by:



2024 North King Street, Suite 200
Honolulu, Hawaii 96819
December 7, 2022
TMK: (1) 1-2-003: Por. 016
PID D4061


Ryan M. Suzuki Exp: 4/30/24
Licensed Professional Land Surveyor
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- 2 -

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